

**MEMO**

**TO:** A. J. Johnson, City Administrator

**FROM:** Steven Boka, Director of Planning, Zoning & Building Safety

**SUBJECT:** Request to Approve Engineering Consultant Agreement – Brownfields

**DATE:** November 3, 2008

In October of 2007, The City Council authorized staff to submit two applications to the Environmental Protection Agency (EPA) for funding Brownfields activities. Specifically, the two requests were for Petroleum and Hazardous Substance Area Wide Assessments. The applications requested the maximum grant available (\$200,000.00) for each of the tow activities, or a total of \$400,000.00. The application for funding was directed toward the Highway 61 corridor from the five-way intersection east of the Norbert Beckey Bridge to its intersection with Dick Drake Way to the south. Essentially the grants would allow Phase I and Phase II environmental assessments to be undertaken along this corridor in an effort to identify contaminated sites that may affect future planned activities along the corridor, such as the Mississippi Drive Corridor Improvement Project.

In April of 2008, the City received notification from the EPA that they had approved the maximum amount of funds requested to conduct Petroleum and Hazardous Substance Area Wide Assessments in accordance with the application documents.

Subsequent to the notification, staff attended a workshop for new recipients and developed the required workplans for each activity, (copy attached). The workplans establish a budget and provide program details related to the overall assessments effort following EPA guidelines and are subject to their approval. In September of this year, my office completed the required workplans and received EPA approval to proceed.

The next step in the process is to hire a qualified engineering consultant to assist the City comply with a variety of program requirements that are identified in the workplans. To that end, an RFQ was mailed to seven engineering firms (copy attached) that expressed a prior interest in the Muscatine Brownfields Area Wide Assessment projects and requested an opportunity to submit their qualifications. The RFQ's were opened on November 29<sup>th</sup>. Following a review of the submittals, it is my recommendation that the City hire Stanley Consultants of Muscatine and Iowa City. You may recall that Stanley's prepared the Brownfields applications on behalf of the City that were ultimately approved. Stanley's also partnered with RDG on the development of the Mississippi Drive Corridor Plan. Stanley's also assisted the City in the development of the federal request to fund the Corridor Project. As a result, Stanley's has an in-depth knowledge of the corridor plan, current and future projects, and the scope of the Brownfields effort.

Therefore, I am requesting that the City Council approve the selection of Stanley Consultants as the city's engineering consultant for the City of Muscatine Brownfields Area Wide Assessment Projects in accordance with the budget and approved workplans. It is further recommended that the Mayor and City Clerk be authorized and instructed to enter into an agreement for these services.

Please place this request on the agenda for City Council consideration during their November 6<sup>th</sup> meeting.

## BROWNFIELDS PROPOSALS

Submittal Deadline Oct. 29, 2008  
4:30 P.M.

### RFQ Requested and Mailed To:

1. **David B. Holmes**  
Brownfield Project Coordinator  
Symbiont  
6737 West Washington Street  
Suite 3440  
West Allis, Wisconsin 53214  
Mail Date: October 20, 2008      No Response Received
  
2. **Stacy Woodson**  
Project Manager  
Howard R. Green Company  
8710 Earhart Lane SW  
Cedar Rapids, Iowa 52404  
Mail Date: October 10, 2008      No Response Received – Teamed with Terracon
  
3. **Mike McKenna**  
Project Principal  
Stanley Consultants, Inc.  
225 Iowa Avenue  
Muscatine, Iowa 52761  
Mail Date: October 10, 2008      Response Received: October 29, 2008 – 9:56 A.M.
  
4. **Michelle Wei**  
Vice President  
GWA International (SCS Engineers – Responded with GWA as a Team)  
3041 E. Diehl Avenue  
Des Moines, Iowa 50320  
Mail Date: October 10, 2008      SCS Response Received: October 29, 2008 – 9:50 A.M.
  
5. **Scott E. Killip**  
Branch Manager  
Seneca Company  
17851 244<sup>th</sup> Avenue  
Bettendorf, Iowa 52722  
Mail Date: October 10, 2008      Response Received: October 29, 2008 – 3:30 P.M.
  
6. **Clayton M. Lloyd**  
Missman Stanley & Associates, P.C.  
Business Development Representative  
1717 State Street, Suite 201  
Bettendorf, Iowa 52722  
Mail Date: October 10, 2008      Response: October 24<sup>th</sup> – Will not be Submitting Proposal
  
7. **John Brimerel**  
Terracon  
563.355.0702  
Fax RFQ Only at His Request – Date: October 23, 2008  
Response Received October 29, 2008 – 3:00 P.M. – Teamed with Howard R. Green

**CERCLA SECTION 104(K) ASSESSMENT  
COOPERATIVE AGREEMENT WORK PLAN  
FOR THE CITY OF MUSCATINE, IOWA  
COMMUNITY-WIDE PETROLEUM COOPERATIVE AGREEMENT**

**Project Period:  
October 1, 2008 – September 30, 2011**

Submitted by:

**City of Muscatine, Iowa 52761-3840  
Contact: Steven W. Boka  
City Hall  
215 Sycamore Street  
Phone: 563.262.4141 Ext. 125  
Email: [sboka@ci.muscatine.ia.us](mailto:sboka@ci.muscatine.ia.us)**

**1. GOAL 4: Healthy Communities and Ecosystems**

**Objective 4.2: Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them**

**Sub-objective 4.2.3: Assess and Clean Up Brownfields**

**PROGRAM RESULTS CODE: 402D79EBP – Petroleum**

**CFDA: 66.818 Brownfields Assessment and Cleanup Cooperative Agreements**

**OBJECTIVE:**

The Small Business Liability relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104 (k) authorized the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. Entities are selected from proposals prepared in accordance with the “Proposal Guidelines for Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants”, and submitted in a national competition. The City of Muscatine, Iowa, as a general purpose unit of local government, has been selected for its City-Wide Petroleum Site Assessment Program in the FY 2008 competition.

The Mississippi Drive Area is the western gateway to downtown Muscatine and is also the gateway into the City of Muscatine and the State of Iowa from Illinois across the Highway 92 Bridge over the Mississippi River. Over a three-year period, the City-Wide Hazardous Waste Site Assessment Program, in concert with the City-Wide Petroleum Site Assessment Program, will be used to inventory sites in the Mississippi Drive Area / Highway 92 corridor, to prioritize them for assessment for environmental due diligence, and to conduct Phase I and Phase II Environmental Site Assessments (ESAs).

This program will be implemented by site-specific and non-site specific assessment activities. Non-site-specific tasks include conducting public outreach workshops and community participation activities in order to raise community awareness to the new brownfields redevelopment program. Site-specific tasks consist mostly of site assessments and oversight, and will also include assistance with incentive leveraging, risk management and regulatory approvals.

Cooperative agreement funding will be used to cover the costs of activities at, or in direct support, of petroleum brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the City of Muscatine Brownfields Coordinator, Steve Boka, with legal assistance from the City Attorney’s Office and technical assistance and oversight provided by Iowa Department of Natural Resource in coordination with Muscatine County Health Department.

**2.0 FINANCIAL INFORMATION Federal - \$200,000.00**

The budget for this area wide petroleum brownfields assessment cooperative agreement is \$200,000.00 for three (3) federal Fiscal years (FY) beginning October 1, 2008. No non-federal contribution is required for this cooperative agreement. The Budget and project period for this agreement is October 1, 2008 through September 30, 2011.

**Table 1  
Proposed Budget  
Period of Performance October 1, 2008 – September 30, 2011**

<b>Budget Category</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>	<b>Total</b>
	<b>Environment Site Assessments/ Quality Assurance Planning</b>	<b>Interagency Coordi- nation</b>	<b>Identify, Assess Monitor Risks to Sensitive Populations</b>	<b>Cleanup Planning</b>	<b>Community Outreach</b>	<b>Program Implement- ation</b>	
<b>Personnel</b>		\$2,000			\$3,000	\$4,000	<b>\$9,000</b>
<b>Fringe</b>						\$3,000	<b>\$3,000</b>
<b>Travel</b>							
<b>Equipment</b>							
<b>Supplies</b>							
<b>Contractual*</b>	\$126,500	\$8,000	\$10,000	\$8,500	\$10,000	\$8,500	<b>\$171,500</b>
<b>Other</b>				\$16,500			<b>\$16,500</b>
<b>Total</b>	<b>\$126,500</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$25,000</b>	<b>\$13,000</b>	<b>\$15,500</b>	<b>\$200,000</b>

\*The City of Muscatine will retain a qualified consultant pursuant to the procurement procedures in 40CFR31.36.

## 2.1 BUDGET NARRATIVE

**Table 2**  
**Allowed Personnel Costs**  
**Budget Period October 1, 2008 – September 30, 2011**

Position	City of Muscatine	
	FTE	Budget Amount
Project Manager		
<b>Steven Boka</b>	2.8%	\$9,000
<b>Total</b>		<b>\$9,000</b>

**Personnel:** \$ 9,000 – The City of Muscatine’s Project Manager, Steve Boka, will prepare quarterly (13) and final progress reports, property profile forms (20), financial status reports, disadvantaged business enterprise (MBE/WBE) utilization report, conduct interagency communication, community outreach, project coordination and administer the project closeout. The City’s Project Manager will attend a minimum of 2 community meetings and provide direct project oversight of consultant services.

**Travel:** \$ 3,000 – The Project Manager has attended the New Recipient Workshop in Des Moines (in-kind) and will attend future EPA sponsored training opportunities and 1 Brownfields Conference during the cooperative agreement period. Exact dates and locations for training opportunities shall be determined following consultations with the assigned EPA Project Officer.

**Equipment:** \$0

**Supplies:** \$0

**Contractual:** \$171,500 – Funding for contractual services will be used for tasks 1 through 6 of the workplan as described in the Workplan Activities sections. This work will consist of:

- Cooperative agreement oversight and report preparation (Task 6)
- Inventory & prioritization of up to 100 sites, site eligibility determinations, performing approximately 8 Phase I and approximately 6 Phase II site assessments and related services, such as site-specific work plans, Quality Assurance Project Plans Analysis of Brownfields Cleanup Alternatives (ABCA), Community Action Plan, Field Sampling Plans, quarterly reports,

- Final reports, hiring environmental professional, Health and Safety Plans (Task 1).
- Development of risk assessments, corrective action analyses and ABCA (Task 4).
  - Identify, Assess, and monitor sensitive populations (Task 3).
  - Preparation of project fact sheets, public meetings and events (Task 5).
  - Regular communications with IDNR, EPA Project Officer and other state and local stakeholders regarding status of project and findings. (Task 2).

**Other: \$ 16,500** – Enrollment and oversight of the assessment and cleanup planning activities for the site(s) in Iowa’s Land Recycling Program.

**Direct: \$0** – Indirect costs are not allowable under this cooperative agreement.

### **3.0 WORKPLAN ACTIVITIES**

The City of Muscatine will utilize the Assessment Cooperative Agreement to hire a qualified consultant, inventory sites, prioritize them for assessment, conduct Phase I and Phase II Environmental Assessments (ESA), and prepare risk analyses and cleanup planning on those sites where deemed necessary. The Cooperative Agreement will also provide for activities related to interagency cooperation, identifying, assessing and monitoring risks to sensitive populations, community outreach with community meetings, events and informational brochures and program implementation.

### **4.0 PROJECTED ENVIRONMENTAL IMPROVEMENT (OUTCOMES):**

Cooperative Agreement funding will permit the following environmental outcomes:

- \* Identify & Inventory suspected petroleum contaminated sites and create inventory
- \* Prioritize sites for assessment
- \* Conduct Phase I and, as necessary, Phase II Environmental Assessments
- \* Provide community outreach and education regarding the Brownfields processes and expected outcomes
- \* Identify & monitor health of sensitive populations in target area of community.
- \* Cleanup planning and Analysis of Brownfield Cleanup Alternatives

### **5.0 PROJECT DESCRIPTION**

The detailed plans, commitments, timetables, and results of activities (Outputs) are best addressed by task. The following sub-sections describe each budgeted task.

**5.1 TASK 1: ENVIRONMENTAL SITE ASSESSMENTS/QUALITY ASSURANCE PLANNING**

Prior to project commencement, a qualified Environmental Professional will be secured through applicable City of Muscatine and EPA regulations (\$1,000). Initial activities in this task will be the development of a Project Site Inventory and prioritization (\$7,000) of the sites in the project area to be assessed. The funds expended for this task will be used to prepare and submit site eligibility requests to EPA and IDNR. Funds under this task will be used to conduct Phase I Environmental Assessments (ESAs) in accordance with EPA’s All Appropriate Inquiry (AAI) requirements and ASTM E 1527-05. Based on recent AAI costs, the single sites are expected to cost approximately \$24,000 (approximately 8 sites @ \$3,000/each) and one area wide Phase I ESA will cost approximately \$12,000. FOR A TOTAL OF \$36,000. These numbers will change if it is determined that sites can be “clustered” for cost savings on contiguous, similar land use property uses. Health and safety plans (HASPs), site specific sampling plans, (\$5,000) and Phase II ESA investigation activities and reporting will be included in this task. Six Phase II assessments are estimated at \$12,500 per project, for a total of \$75,000. The City will seek legal assistance to gain access to targeted properties, when necessary (\$1,000). The preparation of Data Quality Objectives, Quality Assurance Project Plan (DQO/QAPP) (\$1,500), quarterly reports and final reporting requirements.

**OUTCOMES:**

- Development of a project site inventory (\$7,000)
- Development of health & safety plans & site specific sampling plans (\$5,000)
- Conducting Phase I ESAs, as appropriate in accordance with EPA’s ASTM guidelines (\$36,000)
- Conducting Phase II ESAs, as appropriate, in accordance with EPA’s ASTM guidelines (\$75,000)
- Hiring Environmental Professional (\$1,000)
- Securing access agreements (\$1,000)
- Development of DQO/QAPP (\$1,500)

**Table 3 – Task 1: ENVIRONMENTAL SITE ASSESSMENTS/QUALITY ASSURANCE PLANNING  
Projected Outputs, Outcomes, and Baseline Measurements**

Activities	Expected Timeframe for Accomplishment	Project Results of Activities & Reporting (outputs)	Projected Environmental Improvement (outcomes)	Established Baseline for Measurement	Actual Accomplishments
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<b>Activity 1: Obtain a Qualified Environmental Professional</b>	1 <sup>st</sup> quarter 2009	A qualified contractor that meets the City's and EPA's expectations	Maintain effective work force to meet workplan commitments	Workplan commitments	
<b>Activity 2: Inventory and Ranking System Establish criteria and prioritize brownfields in the inventory</b>	2nd Qtr/2009 Prioritization Criteria/Process  09/03 Preliminary Inventory  Ongoing activities	Brownfield Inventory expanding on brownfield survey. Up to 50 sites initially with an additional 50 by end of performance period.	Increased awareness of number, likely locations, and general characteristics of brownfields in Muscatine, Iowa	Number of potential brownfields identified	
<b>Activity 3: Define targeted properties</b>	2 <sup>nd</sup> quarter 2009	Prioritized Brownfields Sites List	Identification of brownfield properties within project area to be assessed	Number of brownfield properties within project area	
<b>Activity 4: Develop the Quality Assurance Project Plan (QAPP)</b>	1 <sup>st</sup> quarter 2010	Submittal of QAPP or generic QAPP for EPA approval	Assurances of environmental assessment accuracy and protectiveness of human health and environment	QAPPs amended	
<b>Activity 5: Property- Specific Brownfield Eligibility Determinations.</b>	2 <sup>nd</sup> quarter 2010	Up to 20 eligibility determinations that include the site description, owner and responsible party information, and historic information requested in the threshold criteria for site-specific brownfield assessment grants.	Awareness of priority of brownfields relevant to the community's own priorities	Number of eligible brownfields properties.	
<b>Activity 6:</b>	3 <sup>rd</sup> quarter 2010	Secure access to an	Access to perform	Number of sites	

<b>Secure Access Agreements</b>		estimated 9 targeted properties	assessment activities	accessed.	
<b>Activity 7: Secure legal assistance to gain access, if necessary</b>	2 <sup>nd</sup> & 3 <sup>rd</sup> quarter 2010	Secure access to eligible targeted properties	Access to perform assessment activities	Number of sites accessed.	
<b>Activity 8: Phase I Environmental Site Assessments</b>	4 <sup>th</sup> quarter 2009 & 1 <sup>st</sup> thru 4 <sup>th</sup> quarters 2010	Prepare an estimated nine Phase I ESA reports	No Further Action finding or Phase II recommendation	Number of sites with findings or recommendations	
<b>Activity 9: Property Specific Sampling and Analyses Checklist (if necessary)</b>	1 <sup>st</sup> thru 4 <sup>th</sup> quarters 2010	An estimated 6 PSSAC will be prepared for approval by EPA	Workplan and checklists for Phase II assessment activities	Workplan commitments	
<b>Activity 10: Phase II Environmental Site Assessments</b>	2 <sup>nd</sup> thru 4 <sup>th</sup> quarters 2010	An estimated six Phase II ESA reports will be completed.	Nor Further Action finding or Land Recycling Program enrollment	Number of brownfield properties and acres available for reuse or ready for cleanup planning	

## 5.2 TASK 2: INTERAGENCY COORDINATION

The City of Muscatine is budgeting time for consultant assistance to communicate Phase I and Phase II ESA results to the stakeholders, assist in presentations on the Brownfields project and results to state and federal partners, and to communicate extensively with the Iowa Department of Natural Resources (DNR) Contaminated Sites Section regarding Phase II work plan development relative to the potential enrollment of any site(s) into Iowa's Land Recycling Program (LRP) (\$4,000). This task also includes periodic communication with EPA PO regarding status of project. (\$6,000).

**OUTCOMES:**

- Coordination of activities related to project reporting to state and federal agencies (\$6,000)
- Development of a process to keep local stakeholders informed regarding the project results (\$4,000)
- Enrollment in LRP. (This cost is included in Task 4: Cleanup)

**Table 4 – Task 2: INTERAGENCY COORDINATION  
Projected Outputs, Outcomes, and Baseline Measurements**

<b>Activities</b>	<b>Expected Timeframe for Accomplishment</b>	<b>Project Results of Activities &amp; Reporting (outputs)</b>	<b>Projected Environmental Improvement (outcomes)</b>	<b>Established Baseline for Measurement</b>	<b>Actual Accomplishments</b>
<b>Activity 1: Communication of Phase I and II results between City and Consultant</b>	2nd quarter 2009 through 4th quarter 2011	Monthly project manager meetings with contractor to discuss status and preliminary results. Meetings will be held more frequently, if necessary.	Assessment will be used to mitigate health and environmental risk and site reuse.	Current information available to assess environmental risk and site reuse potential.	
<b>Activity 2: Present results to State and Federal Partners</b>	1st quarter 2010 through 4th quarter 2011	Provide approximately 13 final reports and present conclusions and recommendations for discussion.	Recommendations regarding site redevelopment – in coordination with the submission of ABCA (See Cleanup Planning)	Comments from submitted environmental assessments and other pertinent information.	
<b>Activity 3: Communicate with DNR about report findings</b>	2nd quarter 2011 through 4 <sup>th</sup> quarter 2011	Recommendations regarding site redevelopment that meet DNR's expectations. If	IDNR input on LRP enrollment of particular sites based on report	Develop recommendations future actions on the site.	

		site contamination warrant, the City will enroll in the LRP. (See Cleanup Planning)	findings and future intended use.		
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### 5.3 TASK 3: IDENTIFY, ASSESS, AND MONITOR RISKS TO SENSITIVE POPULATIONS

The City of Muscatine will identify, assess, and monitor risks to sensitive populations. The City will coordinate with the County and State Health Departments, and city and local social service organizations to develop an assessment methodology (\$2,000), survey and gather data (\$6,000) and circulate (\$2,000) any necessary health information that arises during the assessment and redevelopment process. The city will also seek advice from the Health Departments and social service agencies on ways to improve communications with residents of the Project Area to protect them from exposure to contamination.

#### OUTCOMES:

- Development of methodology to identify, assess and survey sensitive populations. (\$2,000)
- Development of programs to monitor and inform sensitive populations regarding project activities. (\$2,000)
- Conduct survey of sensitive population and gather data. (\$6,000)
- Sensitive population identified

**Table 5 – Task 3: IDENTIFY, ASSESS, MONITOR RISKS TO SENSITIVE POPULATIONS  
Projected Outputs, Outcomes, and Baseline Measurements**

Activities	Expected Timeframe for Accomplishment	Project Results of Activities & Reporting (outputs)	Projected Environmental Improvement (outcomes)	Established Baseline for Measurement	Actual Accomplishments
<b>Activity 1: Create methodology to assess sensitive populations</b>	4 <sup>th</sup> quarter 2009 – 1 <sup>st</sup> quarter 2010	Create assessment methodology in coordination with Muscatine County Health Department.	Identify sensitive population methodology for assessing the sensitive populations	Completed methodology	
<b>Activity 2: Survey to</b>	2 <sup>nd</sup> quarter 2010	Coordinate with Muscatine County Health	Health data on target population.	Viable data on target population.	

<b>gather data on target population.</b>		Department to survey and gather data on target population.			
<b>Activity 3: Assess and Monitor sensitive populations</b>	Continual	Assessment of targeted population. Findings may be presented at community meetings or released to County Health Department.	Sensitive and at-risk populations assessments and results of monitoring	Number of people monitored	
<b>Activity 4: Final report</b>	2nd quarter 2010	Prepare a Final Report detailing assessment and monitoring activities. This information will be factored into the Phase II activities, ABCA and Community Involvement Plan. This report will be released to Local, State, and Federal redevelopment partners.	Baseline health status/risks identified will be addressed in the assessment and cleanup process.	Completed Final Report	

### 5.3 TASK 4: CLEANUP PLANNING

This task is necessary to determine appropriate cleanup actions and may include working with the IDNR regarding planning for cleanup, developing cleanup alternatives and associated cost estimates, and developing reuse plans for the area affected by petroleum contamination, such that the cleanup standards are appropriate to the future intended use. This may include preparation for engineering or institutional controls to mitigate risks and development of appropriate enforcement mechanisms. As part of this task, the City will prepare an ABCA for sites with the potential to be enrolled in Iowa's Land Recycling Program. The ABCA will be used as a screening tool to ensure and document that the appropriate type of cleanup is selected to address the environmental contamination issues at the individual sites where cleanup may be necessary. This task also includes eligible costs associated with remedial design and enrollment into Iowa's Land Recycling Program (LRP). Funds are budgeted for an estimated two risk assessments and corrective action analysis estimated at a total of \$5,000, and for brownfields cleanup alternatives (ABCA's), at \$1,750 per site (\$3,500) for a contractual total of \$8,500. Funds are budgeted for enrollment of those projects into the LRP at \$750 per application fee and oversight fees up to \$7,500 each for a total of \$16,500 in the Other budget.

#### **OUTCOMES:**

- Development of policies related to any necessary cleanup actions. (in kind)
- Development of ABCA and corrective action plans (est. 2 site at \$1,750 per site for a total of \$3,500 ).
- Enrollment of an estimated 2 sites into LRP (\$750 / each, plus oversight for a total of \$16,500).
- Development of risk assessments, corrective action analyses (Task 4) (\$5,000).

**Table 6 – Task 4: CLEANUP PLANNING  
Projected Outputs, Outcomes, and Baseline Measurements**

Activities	Expected Timeframe for Accomplishment	Project Results of Activities & Reporting (outputs)	Projected Environmental Improvement (outcomes)	Established Baseline for Measurement	Actual Accomplishments
<b>Activity 1: Prepare an Analysis of Brownfields Cleanup Alternatives (ABCA)</b>	4th quarter 2010 through 2 <sup>nd</sup> Quarter 2011	Prepare an ABCA for sites with the potential to be enrolled in Iowa's Land Recycling Program. The ABCA will be used as a tool to ensure and document that the appropriate type of cleanup is selected to address the environmental contamination issues at the individual sites where cleanup may be necessary.	The preferred remedial action considering the site characteristics, community needs and project limitations surrounding environment, land-use restrictions, potential future uses, and cleanup goals.	Completed and approved ABCA.	
<b>Activity 2: Enroll in IDNR Land Recycling Program</b>	3 <sup>rd</sup> quarter 2011	Site cleanup options to consider appropriate decision. The number of sites that would be enrolled will be determined by Phase II ESA results. An estimated 2 sites may be enrolled in the LRP.	Eventual mitigation of health and environmental risk and site reuse of LRP enrolled sites.	Number of sites enrolled	
<b>Activity 3: Site Cleanup</b>	4 <sup>th</sup> quarter 2011	Site cleanup plans which may include institutional	Eventual mitigation of health and	Number of cleanup plans completed	





**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT made as of 06 November 2008, between CITY OF MUSCATINE, IOWA (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to engage CONSULTANT in Muscatine EPA Brownfields Project (hereinafter called "project").

CLIENT and CONSULTANT agree:

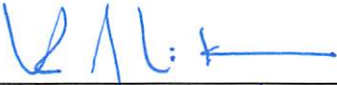
1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:


- Exhibit 1 - Scope of Services
- Exhibit 2 - Compensation
- Exhibit 3 - Standard Terms and Conditions

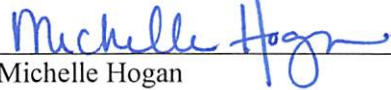
IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF MUSCATINE, IOWA

By:   
Michael J. McKenna, Vice President

By: 

Attest:   
Michelle Hogan

Attest: 

Address for giving notices:  
225 IOWA AVENUE  
MUSCATINE, IOWA 52761

Address for giving notices:  
CITY HALL  
215 SYCAMORE STREET  
MUSCATINE, IOWA 52761

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.



# PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT 1 SCOPE OF SERVICES

### 1.0 BASIC SERVICES:

#### TASK 1—ENVIRONMENTAL SITE ASSESSMENTS/QUALITY ASSURANCE PLANNING

CONSULTANT will conduct Phase I ESAs on a maximum of 16 sites and perform Phase II ESAs on 12 sites, as applicable. The Phase I ESAs will be completed in accordance with EPA's All Appropriate Inquiry (AAI) requirements and ASTM E-1507-05. Activities for Task 1 include:

- 1.1 Develop a *Project Site Inventory* and prioritization of the sites in the project area.
- 1.2 Prepare of Data Quality Objectives and a Generic Quality Assurance Project Plan (DQO/QAPP) for submittal to EPA Region 7.
- 1.3 Prepare Access Agreements and a Cover Letter for the CLIENT to mail to property owners on City of Muscatine letterhead.
- 1.4 Contact property owners to request site access.
- 1.5 Conduct Phase I ESAs, in accordance with EPA ASTM guidelines.
- 1.6 Prepare Property-Specific Sampling and Analysis Checklists (PSSACs) on properties for Phase II ESAs.
- 1.7 Conduct Phase II ESAs in accordance with EPA ASTM guidelines.

#### TASK 2—INTERAGENCY COORDINATION

CONSULTANT will communicate Phase I and Phase II ESA results to the stakeholders, assist in presentations on the Brownfields project and results to state and federal partners, and communicate extensively with the Iowa Department of Natural Resources (DNR) Contaminated Sites Section regarding Phase II Work Plan development relative to the potential enrollment of site(s) into *Iowa's Land Recycling Program (LRP)*.

Activities for Task 2 include:

- 2.1 Coordinate activities related to project reporting to state and federal agencies.
- 2.2 Develop a process to keep local stakeholders informed regarding the project results.
- 2.3 Enrollment of potential sites in LRP.
- 2.4 Maintain periodic communication with EPA PO regarding status of project.





## PROFESSIONAL SERVICES AGREEMENT

### TASK 3—IDENTIFY, ASSESS & MONITOR RISKS TO SENSITIVE POPULATIONS

CONSULTANT will identify, assess, and monitor risks to sensitive populations. The CONSULTANT will coordinate with the County and State Health Departments, City of Muscatine and local Social Service organizations to: develop an assessment methodology; survey and gather data; and circulate necessary health information that arises during the assessment and redevelopment process. CONSULTANT will seek advice from the Health Departments and Social Service agencies on ways to improve communications with residents of the Project Area to protect them from exposure to contamination.

Task 3 activities include:

- 3.1 Develop a methodology to identify, assess and survey sensitive populations.
- 3.2 Develop a program to monitor and inform sensitive populations regarding project activities.
- 3.3 Conduct a survey of sensitive population and gather data.

### TASK 4—CLEANUP PLANNING

Task 4 will identify, in collaboration with CLIENT, the appropriate cleanup actions required based on the future intended use. As part of this task, CONSULTANT will prepare an *Analysis of Brownfields Cleanup Alternatives* (ABCA) for sites with the potential to be enrolled in *Iowa's Land Recycling Program (LRP)*. The ABCA will be used as a screening tool to ensure and document that the appropriate type of cleanup is selected to address the environmental contamination issues at the individual sites where cleanup may be necessary.

Task 4 activities include:

- 4.1 Develop policies related to necessary cleanup actions.
- 4.2 Develop the ABCA and corrective action plans.
- 4.3 Enroll two (2) sites into LRP.
- 4.4. Develop a risk assessments and corrective action analyses.

### TASK 5— COMMUNITY OUTREACH

This Task includes the preparation of an informative project brochures and materials (a minimum of one yearly), attendance at a minimum of two (2) community meetings or events, and attendance and/or presentation at neighborhood meetings.

Task 5 activities include:

- 5.1 Coordinate and disseminate information through a variety of media (cable, radio, printed, etc) intended to keep project area residents, stakeholder groups, and the community-at-large informed of Brownfields Program activities and results.
- 5.2 Solicit stakeholders input for project activities.
- 5.3 Develop a *Community Action Plan*



## PROFESSIONAL SERVICES AGREEMENT

### TASK 6—PROGRAM IMPLEMENTATION

This task includes programmatic implementation activities associated with developing the assessment process; coordinating and conducting stakeholder meetings; reviewing reports from consultants and contractor oversight; providing monthly status and quarterly reports; assisting with reporting requirements; and formulating local redevelopment objectives, policies and guidance for the City's Brownfields Program. This task will include completion of *Property Profile Forms*; properties being assessed will be entered into the *Assessment, Cleanup, and Redevelopment Exchange System (ACRES)* database

The activities for Task 6 include:

- 6.1 Attend select EPA sponsored educational programs related to the Brownfields programs and training requirements.
- 6.2 Provide compliance oversight of City's Cooperative Agreement.
- 6.3 Prepare monthly reports; close out reports, financial report, etc. to meet Cooperative Agreement obligations.

### 2.0 CLIENT PROVIDED INFORMATION

The CLIENT will provide CONSUTLANT with the following information and documentation:

- CLIENT's assessment priorities
- Target audience for Community Outreach activities
- Date and objective of Public Meeting
- CLIENT's priorities and goals for implementation of the Site Prioritization Matrix

### 3.0 SCHEDULE

CONSULTANT will commence work once a notice to proceed (NTP) from CLIENT. CONSULTANT that all work must be completed by September 30, 2011 with the *Project Close-Out Report* due 30 days later. CONSULTANT's schedule is dependent upon timely authorizations from CLIENT and EPA.

**\*NOTE:** If CONSULTANT is denied access by the property owner for the Phase I ESA, a "Limited" Phase I ESA will be completed from public right-of-way. Negotiations with property owner will continue to attempt to complete on-site portion of Phase I ESA.

### 4.0 ADDITIONAL SERVICES:

Services requested by the CLIENT that are NOT included in BASIC SERVICES, as described herein, shall constitute ADDITIONAL SERVICES.



# PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT 3 COMPENSATION

### 1.0 COMPENSATION for BASIC SERVICES:

CONSULTANT shall be compensated a LUMP SUM amount of Three Hundred Forty-Three Thousand Dollars (\$343,000.00) for BASIC SERVICES described in Exhibit 1 – Scope of Services in accordance with the following schedule of values:

• Task 1 - ENVIRONMENTAL SITE ASSESSMENTS	\$253,000
• Task 2 - INTERAGENCY COORDINATION	\$16,000
• Task 3 – IDENTIFY RISKS TO SENSITIVE POPULATIONS	\$20,000.
• Task 4 - CLEANUP PLANNING	\$17,000.
• Task 5 - COMMUNITY OUTREACH	\$20,000
• Task 6 - PROGRAM IMPLEMENTATION	\$17,000

### 2.0 COMPENSATION for ADDITIONAL SERVICES:

Compensation for ADDITIONAL SERVICES will be on a HOURLY basis for DIRECT LABOR, PLUS REIMBURSABLE EXPENSES in accordance with the prevailing *Hourly Fees and Charges Fiscal Year 2008-2009* (Form C/B 07-08), copy attached.



## Hourly Fees and Charges Fiscal Year 2008-2009

- I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
SC-1	35.00	SC-9	101.00	SC-17	182.00
SC-2	44.00	SC-10	109.00	SC-18	197.00
SC-3	53.00	SC-11	117.00	SC-19	212.00
SC-4	61.00	SC-12	126.00	SC-20	227.00
SC-5	69.00	SC-13	135.00	SC-21	244.00
SC-6	77.00	SC-14	145.00	SC-22	268.00
SC-7	85.00	SC-15	156.00		
SC-8	93.00	SC-16	168.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$45.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$55.00/cal. day
Mylar Plots	\$10.00/plot
Global Positioning System Receivers	\$18.50/hour
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- IV. Compensation for use of proprietary computer programs shall be as a surcharge rate applied to the data processing system charges. Compensation for outside computer system services shall be at net cost plus a surcharge rate to cover data communication costs. Compensation for programming, data entry, and consultation shall be in accordance with Article I above. (Schedule supplied upon request.)
- V. Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.
- VI. Charges are subject to revision on or after April 1, 2009



## Representative Positions

<u>Classification</u>	<u>Position Title</u>
SC 18 - 22	Officers Senior Officers
SC 15 - 21	Project Principal Senior Project Manager Senior Construction Manager Chief Engineer
SC 13 - 19	Principal Engineer/Scientist/Planner Construction Services Manager Chief Architect/Scientist/Planner
SC 11 - 18	Project Manager Senior Resident Project Representative Principal Architect/Scientist/Planner
SC 10 - 16	Senior Engineer/Architect/Scientist/Planner Design Manager
SC 9 - 15	Resident Project Representative Survey Manager Principal Designer
SC 8 - 13	Senior Construction Observer Engineer/Architect/Scientist/Planner Senior Designer
SC 6 - 11	Engineering Intern Senior Survey Crew Chief Designer
SC 5 - 9	Associate Designer Construction Observer Senior Technician Survey Crew Chief
SC 3 - 6	Survey Instrument Person Senior Administrative Assistant Technician
SC 1 - 5	Aide Associate Technician Administrative Assistant



## Standard Terms and Conditions Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

**4.4 Controlling Law.** Agreement shall be governed by Iowa law.

**4.5 Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**4.6 CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

**4.7 Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

**4.8 Waiver.** No waiver shall constitute a waiver of any subsequent breach.

**4.9 Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

**4.10 Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all

claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.